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**UNITED STATES DISTRICT COURT
 DISTRICT OF OREGON**

UNITED STATES OF AMERICA,

v.

**GREAT CATS OF THE WORLD,
 INC.,**

Defendant.

No. CR 06- 314 (MO)

PLEA AGREEMENT

16 U.S.C. § 1538

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The United States of America, by Karin J. Immergut, through Assistant
 United States Attorney Dwight C. Holton, and defendant **GREAT CATS OF THE
 WORLD, INC.**, an Oregon corporation that formerly did business in Minnesota as
 "Center for Endangered Cats," (also the "defendant"), by and through, and approved by
 its attorney, Marc Sellers, hereby enter into the following Agreement, pursuant to Federal
 Rule of Criminal Procedure 11.

I. The Legal Background:

1. Under the Endangered Species Act (“ESA”), certain wildlife species are protected and listed as either threatened or endangered. A species listed as threatened means any species which is likely to become an endangered species within the foreseeable future throughout all or a significant portion of its range. A species listed as endangered means any species which is in danger of extinction throughout all or a significant portion of its range. 16 U.S.C. §§ 1531 - 1544. The list of endangered species can found at 50 C.F.R. Part 17.

2. Ocelots, small leopard-like animals that historically range from the Southwestern United States to Central and South America, are listed as “endangered” throughout their range.

3. The ESA makes it generally unlawful for any person to sell, offer to sell, receive, transport, or ship in interstate commerce an endangered species in the course of commercial activity. 16 U.S.C. § 1538 (a)(1). The ESA and implementing regulations establish a permitting system whereby covered wildlife can be sold, etc, if the permit requirements are met. Accordingly, a person selling or offering to sell an endangered species, or shipping or receiving an endangered species in the course of commercial activity, must have an Endangered Species Permit for each otherwise prohibited transaction involving an ocelot.¹

¹ The purpose of the blanket prohibition on the sale of endangered species and pelts (and other parts) is to end the commercialization of endangered species. When endangered wildlife are commercialized – that is, when animals or animal parts are sold – the commercialization encourages the development of a blackmarket for the animals and parts, which in turn creates further incentives for poachers to illegally take endangered species from their habitat. Poaching has already decimated certain species and threatens to do the same to

II. The Charges:

4. Defendant **GREAT CATS OF THE WORLD, INC.** is charged with conspiring to violate the Endangered Species Act by agreeing with others to sell and offer to sell endangered animals, namely ocelots, in interstate commerce, in violation of Title 18, United States Code, Section 371, and Title 16, United States Codes, Section 1538(f).

III. Elements of the Offense:

6. The government must prove
- (a) the defendant received, transported, or shipped an endangered species;
 - (b) in interstate commerce;
 - (c) during the course of a commercial activity;
 - (d) without a permit.

IV. Stipulated Facts Supporting Guilt

7. Defendant stipulates and agrees to the following facts:
- (a) Defendant maintains a facility located in Cave Junction, Oregon, where defendant maintains live wildlife, including several endangered species;
 - (b) Defendant formerly operated as "Center for Endangered Cats," located in Minnesota;
 - (c) In March 2000, Craig Wagner, owner of defendant, purchased an ocelot from an organization in California known as the "Temple of Isis," and had the ocelot shipped from California to Minnesota;
 - (d) Defendant did not obtain a permit authorizing the sale and interstate transportation of the ocelot purchased from the "Temple of Isis."

many others. Accordingly, the ESA seeks to limit commercialization by creating a nearly total ban on the sale and offer for sale of endangered species and animal parts from endangered species. Use of total bans has proven tremendously successful at wildlife restoration -- for example, in the case of ivory trade, the total ban on sale of ivory has dramatically reduced poaching of elephants in Africa.

(c) On March 15, 2000, In order to conceal the illegal nature of the transaction, Craig Wagner, acting as an agent of the defendant, falsified a U.S.D.A. Form 7020 by claiming that the ocelot purchased from the "Temple of Isis" had been "donated" to the defendant.

V. Penalties:

8. The statute to which defendant **GREAT CATS OF THE WORLD, INC.** is pleading guilty carries the following penalties:

- (a) Probation: maximum term of 5 years
(18 U.S.C. § 3561(c)(2))
- (b) Fine: maximum fine of \$200,000
(18 U.S.C. § 3571(c)(5))
- (c) Special Assessment: \$125.00
(18 U.S.C. § 3013)

VI. Venue and Statute of Limitations Waiver:

9. Defendant agrees to waive venue and any claim arising from the statute of limitations with respect to the charge set forth in the Information.

VII. Sentencing Agreement:

10. Pursuant to Federal Rule of Criminal Procedure 11(c)(1)(B), and in light of the defendant's acceptance of responsibility, the Office of the United States Attorney for the District of Oregon and the defendant **GREAT CATS OF THE WORLD, INC.** agree to recommend that the Court impose the following sentence:

- a. Fine: **GREAT CATS OF THE WORLD, INC.** shall make a payment in the total amount of \$10,000. Payment fine shall be made at the time of sentencing.
- b. Probation: **GREAT CATS OF THE WORLD, INC.**, its successors and assigns shall be placed on probation for a period of one year. As a condition of probation, agents of the United States Fish and Wildlife Service shall have

right to enter and inspect any development, demolition or building project operated by defendant **GREAT CATS OF THE WORLD, INC.** at any time without probable cause, so long as such entry does not unreasonably interfere with defendant's operations.

c. **Community Service:** As noted above, the parties agree that the defendant shall pay a total fine amount of \$10,000. The United States will petition the Court at the time of sentencing to order defendant to pay the total fine amount, \$10,000, in community service pursuant to USSG § 8B1.3 and in furtherance of the sentencing principles provided in 18 U.S.C. § 3553(a), for the purpose of funding projects for the benefit, preservation, and restoration of threatened and endangered species. Specifically, the United States expects to petition the Court to order the defendant **GREAT CATS OF THE WORLD, INC.** to make the community service payment to the Oregon Zoo for programs relating to threatened and endangered wildlife. Defendant **GREAT CATS OF THE WORLD, INC.** will support the government's petition. Because the community service payments are designated as community service by an organization, defendant further agrees that it will not seek any reduction in their tax obligations as a result of these community service payments. In addition, since these payments constitute community service, defendant will not characterize, publicize or refer to these community service payments as voluntary donations or contributions.

d. **Cooperation:** Defendant **GREAT CATS OF THE WORLD, INC.**, agrees to cooperate with agents in the further investigation of trafficking in endangered species, and further agrees that Craig Wagner will meet with agents and provide truthful, complete and accurate information at all times.

VIII. Immunity From Prosecution

11. The government agrees that in return for the full cooperation of the defendant and compliance with terms set forth herein, the United States Attorneys Office for the District of Oregon will:

- (a) Recommend a sentence as set forth in Paragraph VII of this agreement; and
- (b) Seek no further criminal charges against defendant or Craig Wagner regarding the heretofore disclosed illegal purchase of endangered species (as set forth in the Information) or related falsification of U.S.D.A. forms

IX. Corporate Authorization:

12. Defendant **GREAT CATS OF THE WORLD, INC.** will provide to the United States written evidence in the form of a notarized resolution of the governing body of the **GREAT CATS OF THE WORLD, INC.** with appropriate seals, certifying that defendant is authorized to enter into and comply with all provisions of this agreement. The resolution shall further certify that the an agent of the defendant is authorized to take these actions and that all corporate formalities required for such authorization, including, but not limited to, approval by the **GREAT CATS OF THE WORLD, INC.** governing body, have been observed.

X. Express Waiver of Right to Appeal Guilty Plea and Sentence:

13. **GREAT CATS OF THE WORLD, INC.** agrees that if the Court imposes the sentence recommended by the parties under this agreement, it waives its right to appeal its plea and the sentence, and waives its right to collaterally attack the conviction and sentence.

XI. Completeness of Agreement:

14. The parties agree that this plea agreement is the only agreement between

the United States Attorney's Office for the District of Oregon and the **GREAT CATS OF THE WORLD, INC.** concerning this matter. This plea agreement supersedes all prior understandings, if any, whether written or oral, and cannot be modified other than in a written agreement that is signed by all parties. No other promises or inducements have been or will be made to the

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d. defendant by the parties to this agreement in connection with this case, nor have any
predictions or threats been made in connection with this plan.

DATED this 8th day of June, 2006.

AJP/b

KARIN J. IMMERGUT
United States Attorney
District of Oregon

W. C. Holt
t. DWIGHT C. HOLTON
Assistant United States Attorney

8/2/06
Date

GREAT CATS OF THE WORLD

Craig Wagner
Craig Wagner

7-31-06
Date

Marc Sellers
t. Marc Sellers
Attorney for Defendant

8/1/06
Date